2025:AHC:174988

HIGH COURT OF JUDICATURE AT ALLAHABAD

CRIMINAL MISC. BAIL APPLICATION No. - 33189 of 2025

Arun Kumar

.....Applicant(s)

Versus

State of U.P.

.....Opposite Party(s)

Counsel for Applicant(s)	:	Mir Sayed
Counsel for Opposite Party(s)	:	Manvendra Singh, G.A.

Court No. - 66

HON'BLE ASHUTOSH SRIVASTAVA, J.

Heard Shri Mir Sayed, learned counsel for the applicant, Shri Manvendra Singh, learned counsel for the first informant and Shri Purshottam Maurya, learned AGA for the State and perused the record.

This bail application under Section 483 of Bharatiya Nagarik Suraksha Sanhita, 2023 has been moved on behalf of accused-applicant, Arun Kumar, seeking enlargement on bail in Case Crime No. 122 of 2025, under Section 69, 89, 115 (2), 352, 351 (2) BNS, Police Station-Airport, District-Prayagraj, during the pendency of the trial before the Court below.

Learned counsel for the applicant argued that the accused-applicant is innocent. He has been falsely implicated in this very case crime number and is languishing in jail since 25.07.2025. Learned counsel for the applicant submits that present case has been lodged with a delay of eight days with the allegation that on the pretext of false promise of marriage, applicant established physical relationship with the prosecutrix. Later, he refused for solemnization of marriage. Learned counsel for the applicant submits that prosecutrix is major. The relationship between the applicant and victim was going on since long, but there was no complaint whatsoever by her at any point of time.

Learned counsel for the applicant submits that Hon'ble Supreme Court in the case ***Mahesh Damu Khare versus The State of Maharashtra and another***, reported in ***2024 (0) Supreme (SC) 1086*** has held as under:-

> *"In our view, if a man is accused of having sexual relationship by making a false promise of marriage and if he is to be held criminally liable, any such physical relationship must be traceable directly to the false promise made and not qualified by other circumstances or consideration. A woman may have reasons to have physical relationship other than the promise of marriage made by the man, such as personal liking for the male partner without insisting upon formal marital ties. Thus, in a situation where physical relationship is maintained for a prolonged period knowingly by the woman, it cannot be said with certainty that the said physical relationship was purely because of the alleged promise made by the appellant to marry her. Thus, unless it can be shown that the physical relationship was purely because of the promise of marriage, thereby having a direct nexus with the physical relationship without being influenced by any other consideration, it cannot be said that there was vitiation of consent under misconception of fact."*

Learned counsel for the applicant submits that applicant has no criminal antecedent and there is no likelihood of his fleeing from course of justice or tampering with evidence in case of release on bail. Hence, bail has been prayed for.

Learned AGA has vehemently opposed the prayer for bail.

Considering all above facts and circumstances, the nature of accusations, severity of the punishment in the case of conviction and nature of supporting evidence, reasonable apprehension of tampering with the witness and prima facie case, but without commenting on merit of case, a case for bail is made out.

Accordingly, the bail application is ***allowed***.

Let the accused-applicant, **Arun Kumar**, involved in above mentioned case crime number be released on bail, on his executing a personal bond and two reliable sureties each, in the like amount to the satisfaction of the court concerned, subject to the following conditions:

1. The applicant will not tamper with the evidence.

2. The applicant will not indulge in any criminal activity.

3. The applicant will not pressurize/intimidate the prosecution witnesses and co-operate in the trial.

4. The applicant will appear regularly on each and every date fixed by the trial court, unless his personal appearance is exempted through counsel by the court concerned.

In the event of breach of any of the aforesaid conditions, the court below will be at liberty to proceed to cancel his bail.

(Ashutosh Srivastava,J.)

September 26, 2025
Deepak/

Digitally signed by :-
DEEPAK KUMAR KUSHWAHA
High Court of Judicature at Allahabad